

194450 ENCL 2

ORIGINAL  
(Red)

November 1, 1984

Mr. Eugene Frederickson, Chairman  
Public Relations Committee  
Concerned Citizens of Western Berks County  
Route 8, Box 336  
Sinking Spring, PA 19608

Dear Mr. Frederickson:

Your letter of September 24 regarding the Berks Sanitary Landfill has been referred to my attention.

Our review of your inquiry indicates that, to the best of our knowledge, no materials from Armstrong were ever shipped to the Berks Sanitary Landfill.

We are somewhat unclear as to the enclosures which accompanied your letter. One of the enclosures lists five companies, including Armstrong, along with some dates in the month of June, and the other enclosures relate to the operations of Stabatrol Corporation at "Berks Landfill." If these enclosures stem from your review of the Department of Environmental Resources file, we can only speculate that any identification of Armstrong with the Berks site might have arisen if Stabatrol made application at one time to dispose of industrial waste material from Armstrong. However, if this were the case, the plans apparently did not materialize since, to the best of our knowledge, no material from Armstrong was ever shipped to the site.

Very truly yours,

David D. Wilson  
Attorney  
Legal Department  
Secretary's Office

CPK

COMMONWEALTH OF PENNSYLVANIA



DEPARTMENT OF ENVIRONMENTAL RESOURCES  
Bureau of Solid Waste Management  
Wernersville, Pennsylvania 19565  
AC(215)678-5657

3214

ENCL  
4

RECEIVED

JUL 2 1979

STABATROL CORP.

June 28, 1979

Mr. Richard E. Valiga, P. E.  
President  
Stabatrol Corporation  
1402 Conshohocken Road  
Norristown, Pennsylvania 19401

Dear Mr. Valiga:

Thank you for your information transmitted for the disposal of industrial wastes which will include a mixture of limestone, clay pigments, poly vinyl chloride, urethane, and rubber resins. The origin of this waste is by the Armstrong Corporation. This material is to be placed in fifty-five gallon drums and vaulted as shown by Stabatrol Corporation Drawing Number 079-2 dated May 04, 1979.

This waste can be received by Berks Landfill Corporation for disposal at their permitted facility located in Spring Township, Berks County.

Very truly yours,

*Emil S. Washko*

EMIL S. WASHKO  
Solid Waste Manager  
Reading Region

cc: Armstrong Corp.  
Berks Landfill Corp.

DATE PREPARED

8/9/79.

INDUSTRIAL WASTE DISPOSAL AT  
PERMITTED SITES

APPLICATION MODULE

A. SITE INFORMATION

1. Facility name Lyncott Landfill Corporation
2. Facility location R.D. #1 - Box 31S  
New Milford, PA 18834
3. Facility owner Lyncott Landfill Corporation
4. Facility mailing address R.D. #1 - Box 31S  
New Milford, PA 18834
5. Facility manager Arthur H. Scott Telephone No. 717-465-7439
6. Facility contact John R. Rosso Telephone No. 717-761-3507  
(person responsible for providing data for this survey)
7. Does the facility discharge industrial wastes to a municipal sewer system?  
If yes, name of system NO

B. DESCRIPTION OF SPECIFIC WASTE

1. Company origin of waste Armstrong Corporation, P.O. Box 3001, Lancaster, PA 17604  
company contact Mr. Allison Telephone No. 717-397-0611
2. Treatment: Is waste conditioned prior to disposal? Yes How? Concentration and  
placed in 55 gallon drums. Then an absorbant - petrosorb is added to absorb any  
free water.
3. Disposal: Present method Sent to out of state landfill.
4. Special characteristics of this waste which determine the method of disposal Include chemical  
analysis (Attach) APPENDIX "A"
5. What difficulties do disposal of this waste presently present? Waste should not be mixed  
with other wastes.
6. What difficulties are anticipated for the disposal of this waste in the future? None  
if the Terra.Tite vault<sup>R</sup> method is utilized.
7. What other processes can be used effectively? Unknown

DATE PREPARED

8/9/79

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
SOLID WASTE MANAGEMENT

INDUSTRIAL WASTE DISPOSAL AT  
PERMITTED SITES

APPLICATION MODULE

3210

ORIGINAL  
(Red)

Table A - Waste Descriptions

B. \*Check Appropriate Category

- ☐ A-1 Concentrated sulfuric acid solutions with heavy metals
- ☐ A-2 Concentrated mixed acids with heavy metals
- ☐ A-3 Dilute acid solutions containing hexavalent chromium and/or other oxidants
- ☐ A-4 Dilute acid solutions containing heavy metals but no hexavalent chromium or ammonia
- ☐ A-5 Dilute acid solutions containing heavy metals and ammonium salts
- ☐ A-6 Acidic nitrate solutions containing heavy metals
- ☐ A-7 Acidic wastes with hazardous metals except  $Cr^{+6}$
- ☐ B-1 Alkaline solutions containing cyanides
- ☐ B-2 Alkaline solutions containing sulfides
- ☐ B-3 Concentrated alkaline solutions containing no sulfide nor cyanide
- ☐ B-4 Miscellaneous alkaline solutions containing contaminants other than hazardous metals
- ☐ B-5 Alkaline solutions containing hazardous metals
- ☐ C-1 Combustible organic sludges, solids, and liquids
- ☐ C-2 Sludges, slurries, and solids containing cyanides
- ☐ C-3 Sludges, slurries, and solids containing hexavalent chromium
- ☐ C-4 Inorganic sludges, slurries, solids containing no hexavalent chromium nor cyanide
- ☐ C-5 Wastewater contaminated with high concentrations of organic substances
- ☒ C-6 Organic contaminated solids

DATE PREPARED

8/9/79

5/07/79

DEPARTMENT OF ENVIRONMENTAL RESOURCES  
SOLID WASTE MANAGEMENTINDUSTRIAL WASTE DISPOSAL AT  
PERMITTED SITES3211  
ORIGINAL  
(Rev)

TABLE A - Waste Descriptions (Cont.) APPLICATION MODULE

## 9. Physical State at ambient temperature:

☒ Solid and non-pumpable liquid - solid mixtures☐ Liquid and pumpable liquid - solid mixtures

## 10. Primary Characteristic

## Secondary Characteristic

## Inorganic

## Organic

☐ Acid☐ Oil & Oily Sludge

Heavy Metals

☐☐ Alkaline☐ Paint & Pigment Residue

Other Metals

☐☐ Cyanide☒ Plastic, Plasticizers,  
Resins, Elastomer  
Residues

Sulfides

☐☒ Filter Aids & Clays

Hexavalent Chromium

☐☐ Heavy Metal☐ Solvent

Organic

☐☐ \*WWT Sludge☐ \*WWT Sludge

Halogenated

☐☐ Pesticides☐ Pesticides

Heavy Metals

☐☐ Catalyst☐ Still Bottoms, Heavy  
Residue

Sulfonated

☐☐ Other \_\_\_\_\_☐ Pharmaceutical Waste

Inorganic

☐☐ Other \_\_\_\_\_

Other

☐

## 11. Hazards

☒ None Known☐ Poison☐ Skin Irritant☐ Explosive☐ Respiratory Irritant☐ Carcinogen☐ Corrosive to Steel☐ Reactive, acid☐ Corrosive to Concrete☐ Reactive, water☐ Corrosive, other☐ Reactive, other☐ Flammable☐ Cyanogen

\*Waste Water Treatment Sludge

52

DATE PREPARED

8/9/79

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
SOLID WASTE MANAGEMENT

3212

ORIGINAL

(100)

INDUSTRIAL WASTE DISPOSAL AT  
PERMITTED SITES

## APPLICATION MODULE

## C. DISPOSAL METHOD - Describe applicable items

Type of disposal (i.e., landfill, lagoon, pond, etc.). Landfill

Design specifications.

1. Liner type (i.e., concrete, asphalt, clay, etc.) and thickness.

Soil Cement : 1 Ft.: Top, Sides, Bottom  
Polyethylene : 6 Mil: Top, Sides, Bottom

2. Leachate collection capability.

Yes to be installed (refer to enclosed drawing).

3. Methods of burial (i.e., mixing hazardous waste with other wastes, containerization, etc.).

Isolation of waste drums via Terra.Tite<sup>R</sup> Vault method.D. Environmental Assessment of Disposal. State briefly the anticipated impact of disposal at the site and provide the data or substantiation for the stated conclusions. The environmental impact of the

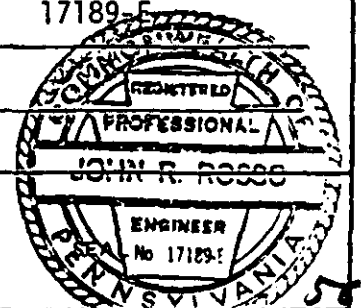
Armstrong Corp. PVC - Clay Resin waste contained in 55 gallon drums for disposal at the Lyncott Landfill site will be negligible. The relevant chemical properties of the drummed waste material is presented in Appendix "A". The waste material is a solid at ambient temperature. Examining the proposed handling and disposal technique it can be seen that the Environmental safeguards, taken to prevent any occurrence of contamination leaving the disposal vault in which the drums will be placed is negligible. The technique of building the disposal vault for containment of 55 gallon drums is not new for Stabatrol in that this same technique has been utilized at the Cumberland County Landfill site for the containment of drummed arsenic waste. Approximately 5,000 drums have already been vaulted successfully at this landfill site. Also enclosed is a copy of the DER letter of approval from Emil Washko for the Terra.Tite vault method at the Berks Landfill for your review. Referring to the drawings supplied along with this submission it can be seen that the drums will be stacked in such a manner as to insure a structurally sound and stable disposal vault. The vault, specifically, the Terra.Tite soil cement exhibits a permeability of less than  $10^{-7}$  cm/sec. and a strength in excess of 25 tons/sq. ft. As a further measure of protection an impermeable membrane will be placed on the upper (inner) surface and bottom and sides of the vault. This membrane will be a polyethylene plastic material of 6 mil in thickness. When all the drums have been received at the site, placed on the existing vault bottom and encapsulated within the 6 mil membrane a one foot thick vault top will be constructed. A coating of MC-30 oil will be spray-applied to the upper (outside) surface of the top portion of the vault as a final safeguard. All of these features are detailed on an accompanying drawing.

OPERATIONS - The steel drums will be conveyed to the site in trucks and then unloaded and placed in the vault/storage area by means of a fork lift vehicle. The delivered drums will be sealed and will meet all D.O.T. transport requirements. It is estimated that delivery will take approximately one month and that encapsulation will take place immediately thereafter. When encapsulation has been completed a two foot layer of soil will be placed upon the vault.

H. ENGINEER 500 - 750 drums will be placed for disposal (approximately).1. NAME John R. Rosso3. REGISTRATION NUMBER 17189-E2. ADDRESS 1000 Conshohocken Road  
P.O. Box 578  
Norristown, PA 19404

4. SIGNATURE \_\_\_\_\_

5. SEAL OF REGISTERED PROFESSIONAL ENGINEER



# **Stabatrol**

## **CORPORATION**

ENCLOSURE  
ORIGINAL  
(Red)

1000 CONSHOHOCKEN ROAD, P.O. BOX 578, NORRISTOWN, PENNSYLVANIA 19404

PHONE (215) 825-2675

November 9, 1979

Mr. William C. Allison - Purchasing Dept. Rm. 310  
Armstrong Cork Company  
Lancaster Floor Plant  
Liberty Street  
Lancaster, PA 17604

Dear Mr. Allison:

Stabatrol Corporation is pleased to present our proposal and quote to dispose (vault method) of the industrial waste materials from the Lancaster Floor Plant, Lancaster, PA. Stabatrol will accept Armstrong's waste materials delivered to our New Milford, Pennsylvania facility at a cost of \$35.00 per 55 gallon drum. Delivery of waste materials to this site will be temporary and future deliveries will be made to a regional site which is now being readied to accept waste material. In as much as Stabatrol must begin planning to receive Armstrong's waste immediately at both sites we request at this time that Armstrong issue a purchase order to Stabatrol within 15 days from receipt of our proposal. This purchase order should be issued contingent upon Stabatrol's receipt of approval from the Pennsylvania Department of Environmental Resource. A copy of such approval will be supplied to Armstrong Cork Company prior to the initiation of any services by Stabatrol. Stabatrol's proposal for services is contingent upon this approval from Penn DER and does not reflect any unanticipated changes in current regulations, should any occur.

Stabatrol's terms and conditions of services are as follows:

o Transportation of Waste

Armstrong Cork Company will administer all transportation arrangements and cost of transportation to Stabatrol's New Milford, Pennsylvania facility, temporarily. Future wastes will be transported to our regional site serving the Lancaster area.

o Storage of Waste Materials

All 55 gallon drums used in the storage and ultimate shipment of materials to Stabatrol shall meet the Department of Transportation Title 67 Transportation Criteria.

o Identification of Waste Materials

Upon the enactment of pending legislation, Armstrong Cork Co., will identify on each drum accurately the waste contained therein, should this legislation be applicable to Armstrong Cork Company's waste materials. In any event a bill of lading or other identifiable written description of the waste material and quantity shipped must accompany each load delivered to the landfill site.

o Preparation of Waste Materials

Prior to the initiation of Stabatrol's services, Armstrong must add sufficient absorbant materials to all drummed waste to eliminate free standing liquids or Armstrong may elect to decant such free standing liquids prior to receipt of waste by Stabatrol.

o Rejection of Wastes

All drummed wastes not meeting the aforementioned conditions will be returned to Armstrong at cost to them.

o Waste Manifest System

All wastes will be shipped to Stabatrol utilizing a waste manifest record system.

o Length of Contract

Stabatrol will provide disposal (vaulting) services to Armstrong for a 1 year period as authorized by a purchase order agreement.

o Payment

Payment to Stabatrol will be net 15 days from date of invoice. Payment is based on waste quantity shipped and coincides with bill of lading copies accompanying each load of wastes.

o Effective Date of Quote and Proposal

Stabatrol's proposal and quote is effective for fifteen (15) days from November 9, 1979 after which time Stabatrol reserves the right to withdraw the proposal.

o Authorization of Services

Authorization of Stabatrol to proceed and prepare for the receipt of Armstrong waste materials shall consist of a purchase order.

As we have indicated in our discussion Stabatrol expects to initiate a total disposal service within a 40 mile area of Lancaster. The approval of this site by the PA DER is imminent. Subsequent to our receipt of site approval by the DER, Stabatrol will authorize and accept waste materials from Armstrong at this site. We are currently completing Armstrong Waste Disposal Agreement and will forward it to your office upon completion.





Armstrong Cork Co.  
Mr. Allison

11/9/79 ORIGINAL  
Page (3) (Red)

Should you have any need for further amplification of any part of Stabatrol's proposal please contact myself or Mr. Richard E. Valiga at our Norristown Office.

Stabatrol looks forward to serving Armstrong Cork Company in their quest to protect the environment.

Very truly yours,

STABATROL CORPORATION

A handwritten signature in black ink, appearing to read "Michael T. Scornavacchi", is written over the typed name.

Michael T. Scornavacchi  
Regional Marketing Manager

/dlh

Enc.

cc: R. E. Valiga

3047 7112-100-00100  
COMMONWEALTH OF PENNSYLVANIA (red) ENCL 7



DEPARTMENT OF ENVIRONMENTAL RESOURCES

Wilkes-Barre Regional Office  
Bureau of Solid Waste Management  
90 E. Union Street  
Wilkes-Barre, Pa. 18701  
Phone: (717) 826-2516  
November 13, 1979

Mr. John Rosso  
Director, Technical Services  
Stabatrol Corporation  
107 St. John's Church Road  
Camp Hill, Penna. 17011

*Rich,  
Your file*

Dear Mr. Rosso:

Our technical staff has completed their review of the Stabatrol Corporations request to vault wastes from Federal-Mogul Corporation, Whitmoyer Laboratories and Armstrong Corporation at Lyncott Corporation Sanitary Landfill in New Milford Township, Susquehanna County.

The comments of the technical staff are as follows:

1. The waste must be in a solid form before placing in a vault.
2. Additional ground water monitoring wells must be placed in close proximity to the vaults.
3. The steel drums containing waste must be processed (vaulted) within fifteen days after delivery. This may require a number of smaller vaults rather than one larger vault. Processing within such a time limit would reduce runoff and spill problems observed during our recent inspection of the site.
4. The drums containing waste must not be left open in the vault/storage area.
5. The partially filled drums must be filled to the top with inert solids (e.g. soil) and packed to reduce differential settlement of the top Terra-Tite liner. Also, soil must be packed around the drums to alleviate differential settlement problems.
6. During our inspection of the site we observed that very poor erosion control practices were being employed. The contaminated water was seen flowing over the site and leaving the site area. The site must have an impermeable clay lined sedimentation basin to resolve this problem with all contaminated water being re-used in the stabilization process.

Page two  
Mr. John Rosso

November 13, 1979

Please submit information on the design and operations procedures plans to satisfy the comments of our technical staff on the vaulting of the above mentioned wastes.

Sincerely,

Frederick J. Karl  
Solid Waste Manager

FJK:jr  
cc: J. Chester  
J. Snyder  
Lyncott Corporation  
A. Stephens  
K. Shah  
file  
chron. ✓



3169

ORIGINAL  
(Red)

*Liles*

ENCL 8

1402 CONSHOHOCKEN RD., NORRISTOWN PENNSYLVANIA 19401

PHONE (215) 279-3992

November 15, 1979

Mr. Fredrick J. Karl  
Solid Waste Manager  
Wilkes-Barre Regional Office  
90 E. Union Street  
Wilkes-Barre, PA 18701

Dear Mr. Karl:

In response to your letter dated November 13, 1979 regarding the applications to vault containerized wastes from Federal-Mogul Corporation, Whitmoyer Laboratories, and Armstrong Corporation at Lyncott, New Milford Township, Susquehanna County, the reply by item is as follows:

1. As previously stated, all waste is deposited in a non-pumpable state.
2. The matter of additional monitoring wells has been discussed with the regional geologist, Barret Borry, P.E. and the following solution will be provided. The Stabatrol geological consultant, Meiser and Earl, will select a location for a shallow ground water monitoring well to be installed downgradient of Vault No. 1 and the proposed Vault No. 2. This well will be installed after construction of Vault No. 2 and when the acreage problem with the permit is resolved; the ten acre or fifty-nine acre error in the permit.
3. The problem of storage has been discussed with the Department. Run-off will not be a problem since all containerized waste will be placed in enclosed warehouses if not immediately vaulted.
4. See Item 3.
5. No drums will be delivered to the site without being covered. It is not anticipate that drums will be received that are not filled since the disposal billing is on a per-drum basis.

**Stabatrol**  
**CORPORATION**

3170

ORIGINAL  
(Red)

1402 CONSHOHOCKEN RD., NORRISTOWN PENNSYLVANIA 19401      PHONE (215) 279-3992

6. The matter of run-off from the stabilization area will no longer constitute a problem since all wastes are being proposed to be vaulted. However, it should be noted that samples taken downgradient of the stabilization pad did not indicate contamination. During the vaulting operations proposed, waste will be covered when placed. Also, vaulting containerized waste with grout should eliminate any possibility of contaminated run-off.

Hopefully the preceeding response will address the concern of the review letter.

Very truly yours,

STABATROL CORPORATION

John R. Rosso  
Director of Operations

cc  
K. Shah  
B. Borry  
J. RR  
P. Karl (3)



ORIGINAL  
(Red)

ENCL 9

1000 CONSHOHOCKEN ROAD, P.O. BOX 578, MORRISTOWN, PENNSYLVANIA 19404

PHONE (215) 825-2675

December 4, 1980

Mr. Bill Allison  
Armstrong Corporation  
P.O. Box 3001  
Liberty and Charlotte Street  
Lancaster, PA 17604

Dear Mr. Allison:

RE: WASTE ANALYSIS DETAIL

Enclosed please find a form entitled "Waste Analysis Detail". This is required to be in our files by the Environmental Protection Agency and the Pennsylvania Department of Environmental Resources.

Please complete it in full and return within five (5) days from receipt thereof. If we do not receive this form in a completed state we will be forced to curtail receipt of your waste at our landfill.

If you have any questions please contact me.

Sincerely,

STABATROL CORPORATION

  
Deborah Hess  
Project Coordinator

/ccc

Encls.

*Orig to Headley 12/9/80.*

ORIGINAL  
(Red)

5. If the answer is yes to #4, define the hazardous characteristic(s).

6. Does the waste exhibit any of the "Hazards" as defined in DER Module No. 1?

☐

Yes

☐

No.

7. If the answer to #6 is yes, define and quantify the characteristics unless this has already been done in #2 through #5.

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8. Is the waste incompatible with any other chemicals or condition?

☐

Yes

☐

No.

9. If the answer to #8 is yes, describe conditions or chemicals.

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10. Provide detailed methodologies for determining the answers to #2 through #5. These descriptions must include:

- (1) Rationale for selecting parameters
- (2) The sampling methods used
- (3) The specific test methodologies employed
- (4) The results of all tests, including negative results

(Provide these data on separate sheets and attach to Waste Analysis Detail).



11. Will a tablespoon full of the waste ignite if exposed to an intense source of heat? (Propane torch for 5 seconds).

\_\_\_ Yes

\_\_\_ No

12. If the answer to #11 is yes, will the waste continue to burn when the heat source is removed?

☐ Yes

☐ No.

13. If the answer to #12 is yes, what is the required or preferred method of extinguishing the fire?

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14. Under what conditions could the waste generation process change so as to include new constituents or to significantly effect the quantity of existing constituents or characteristics?

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15. How often will the waste need to be analyzed to verify the initial test results or to measure changes described under #14?

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16. Describe in as much detail as possible the physical appearance and characteristics of the waste as it is to be shipped for disposal. (eg. color, particle size, pH density, mobility) (will it seek its own level with or without vibration?)

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ORIGINAL  
(Red)

17. Certification: I hereby certify that I am familiar with the processes and methodologies used to obtain the above listed data and the data are true and accurate to the best of my knowledge and belief.

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For Stabatrol Use Only

Reviewed by \_\_\_\_\_ Date: \_\_\_\_\_

☐ Approved

☐ Additional data needed

Number of drums to be inspected to verify waste identity \_\_\_\_\_.



2969

2 1981  
LYNCOTT CORPORATION

AREA CODE | TELEPHONE  
717 | 397-0611

LANCASTER, PA 17604

ORIGINAL  
(Red)

February 26, 1981

Mr. Michael Scornavacchi  
Stabatrol Corporation  
P. O. Box 578  
Norristown, PA 19404

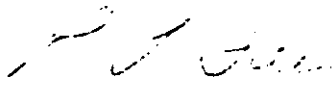
Dear Mr. Scornavacchi

Subject: Waste Transfer and Disposal Agreement

Per your request, please find enclosed a signed copy of the Waste Transfer and Disposal Agreement you recently presented to us. Please note, however, that we have struck out the word "entire" from line 2 of clause 1. Armstrong cannot agree to deal exclusively with you for disposal of our waste materials although we do intend to supply you with at least a substantial part of our waste output.

If you are in agreement, please send us a signed copy of the revised contract and a copy of this letter signed at the appropriate place below; upon receipt we will consider the contract to be effective. Thank you.

Very truly yours,

  
R. L. Trees, Manager  
Floor Plant Purchases

KBW

Enclosures

ACCEPTED AND AGREED UPON  
STABATROL CORPORATION

By \_\_\_\_\_

Date \_\_\_\_\_

# Waste Transfer and Disposal Agreement

ORIGINAL  
(Red)

On this 2 day of January, 19 81, the parties,  
Armstrong World Industries  
a Pennsylvania corporation with its principal offices at Liberty Street  
Lancaster, Pennsylvania  
(hereinafter called "Generator"), and Stabatrol Corporation  
a Pennsylvania corporation with its principal  
offices at 1000 Conshohocken Road Norristown, Penna. 19404  
(hereinafter referred to as "Disposer"), have agreed as follows:

*ALT*  
*2/2*  
1. **WASTE MATERIALS.** During the term of this Agreement, Generator will provide to Disposer Generator's ~~entire~~ output of certain waste materials generated at Lancaster  
(up to a maximum of 320 Drums  
per Month), the chemical composition and physical characteristics  
of which materials are described in the "Generator's Waste Material Profile Sheet," Code designation I.D. 101025  
P 41 ~~attached hereto and incorporated herein~~

2. **DISPOSER SERVICES.** Disposer agrees to provide Generator the following services, as indicated by the initials of Disposer in one or more of the following boxes:

- a. ☐ Loading of the described waste materials onto transportation vehicles, cars or vessels.
- b. ☐ Transportation of the described waste materials from \_\_\_\_\_  
\_\_\_\_\_ to the permitted storage facility at \_\_\_\_\_
- c. ☐ Transportation of the described waste materials from \_\_\_\_\_  
\_\_\_\_\_ to the disposal facility next following.
- d. ☒ Disposal of the described waste materials, in a manner permitted by law, at the following facility:  
Lyncott Landfill  
New Milford, Penna.

3. **FEES AND BILLING.** For those services provided by Disposer, Generator will pay Disposer a fee as follows:

\$42.00 / Drum

Disposer shall submit monthly statements to Generator which shall be paid not later than thirty (30) days from date of receipt. Disposer shall retain copies of statements for at least five (5) years, as a record of disposal.

4. **TERM.** This Agreement shall have a term of one year from the date hereof, unless some shorter period is hereafter entered:

Either party may terminate this Agreement, with or without cause, upon 60 days' written notice to the other party.

5. **TRANSFER OF WASTES AND TITLE.** Generator's waste materials, so described, will be transferred to Disposer at the following place, times, frequencies and quantities: At the time disposer accepts delivery of the waste at their facility title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from generator to disposer

At the time Disposer takes possession of, and removes, waste materials from the place of transfer, or at the time Disposer receives delivery of the waste materials at the designated storage or disposal facility, whichever circumstance is applicable, title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Generator and vested in Disposer.

In the event waste materials are discovered to be non-conforming, Disposer may revoke its acceptance of the materials. A justified revocation of acceptance shall operate to revert title, risk of loss and all other incidents of ownership in Generator, at the time revocation is communicated to Generator. Waste materials shall be considered non-conforming, for purposes of this Agreement: (i) if they are not in accordance with the descriptions, limitations or specifications stated in the attached Waste Material Profile Sheet; or (ii) if they have constituents or components, not specifically identified in the Waste Material Profile Sheet, (a) which increase the nature or extent of the hazard and risk undertaken by Disposer in agreeing to handle, load, transport, store, treat or dispose of the waste materials, or (b) for whose storage, treatment or disposal the Disposal Facility is not designed or permitted.

Waste materials discovered by Disposer to be non-conforming, if they are in Disposer's possession, shall be prepared for lawful transportation and returned to Generator within a reasonable time, not to exceed seven days, after notice of revocation of acceptance has been communicated to Generator, unless within such time the parties agree to some alternative lawful manner of materials disposition. Generator shall pay Disposer its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for non-conforming waste materials returned to Generator under this paragraph.

**6. DISPOSER WARRANTIES.** Disposer warrants that: it understands the currently known hazards which are presented to persons, property and the environment in the transportation, storage and disposal of the described waste materials; it will transport, store and dispose of such materials in full compliance with all governmental laws, regulations and orders; the storage and disposal facilities above described are now licensed and permitted to store and dispose of waste materials within the description of Paragraph 1; and, in the event the storage or disposal facility loses its permitted status hereafter during the term of this Agreement, Disposer will promptly notify Generator of such loss.

**7. GENERATOR WARRANTIES.** Generator warrants that: the description of its waste materials, made in Paragraph 1, is true and correct; waste materials to be transferred to Disposer will conform to such description; containers of waste materials transferred to Disposer will be marked, labeled and otherwise in conformance with governmental laws, regulations and orders; he holds clear title to all waste materials to be transferred hereunder; he is under no legal restraint or order which would prohibit transfer of possession or title to such materials to Disposer for transportation and storage or disposal; and he has, and will during the term hereof, communicate to Disposer those hazards and risks known or learned by the Generator to be incident to the handling, transportation, storage and disposal of the waste materials.

**8. INDEMNIFICATION.** Disposer agrees to indemnify, save harmless and defend the Generator from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Disposer's breach of any term or provision of this Agreement; or, (ii) any negligent or wilful act or omission of the Disposer, its employees or subcontractors in the performance of this Agreement.

Generator agrees to indemnify, save harmless and defend the Disposer from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (1) Generator's breach of any term or provision of this Agreement; or, (ii) any negligent or wilful act or omission of the Generator, its employees or subcontractors in the performance of this Agreement.

**9. INSURANCE.** Disposer shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance, covering activities, performed under, and contractual obligations undertaken in, this Agreement:

COVERAGE	LIMITS
(a) Workmen's Compensation	Statutory
(b) Employer's Liability	\$500,000 each occurrence
(c) Public Liability (bodily injury)	\$5,000,000 combined single limit
(d) Public Liability (property damage)	same as (c) above
(e) Automobile Liability (bodily injury)	\$200,000 each person \$500,000 each occurrence
(f) Automobile Liability (property damage)	\$50,000 each occurrence

Disposer agrees to furnish insurance certificates, showing Disposer's compliance with this Section, upon written request of the Generator.

**10. WORK ON GENERATOR'S PREMISES.** Generator agrees to provide Disposer, its employees and subcontractors a safe working environment for any work, in performance of this Agreement, which must be undertaken on premises owned or controlled by the Generator. Disposer, its employees and subcontractors shall comply with the Generator's safety procedures while on the Generator's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to Disposer prior to the commencement of work on the Generator's premises.

**11. INDEPENDENT CONTRACTOR.** Disposer is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Disposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Generator.

**12. INSPECTIONS.** The Generator shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Disposer or its subcontractors which are applicable to the performance of this Agreement; to inspect and test, at its own expense, transportation vehicles or vessels, containers or disposal facilities provided by Disposer; and to inspect the handling, loading, transportation, storage or disposal operations conducted by Disposer in the performance of this Agreement. Such inspections are encouraged by Disposer.

**13. EXCUSE OF PERFORMANCE.** The performance of this Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event the delivery or transportation of the described waste materials by Generator, or transportation, storage or disposal of such materials by Disposer are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment).

**14. DELEGATION AND ASSIGNMENT.** Disposer may at any time, upon written notice to the Generator, delegate, orally or in writing, the performance of the work, or any portion thereof, which is by this Agreement undertaken by Disposer; provided, however, Disposer may not, without the prior written consent of Generator, cause the storage or disposal of the waste materials at any facility other than those specified in Sections 2 (b) or 2 (d) of this Agreement. Any such delegation shall not operate to relieve Disposer of its responsibilities hereunder and, notwithstanding any such delegation, Disposer shall remain obligated to the Generator in these undertakings. Either party may, at any time, upon written notice to the other party, assign its rights under this Agreement.

**15. NOTICE.** Any notice to be given under this Agreement shall be in writing and delivered to the address of the respective party below:

**GENERATOR:**

Armstrong World Industries  
Liberty Street  
Lancaster, Penna. 17604  
W. Allison

**DISPOSER:**

Stabatrol Corporation  
P.O. Box 578  
Norristown, Penna. 19404  
Michael Scornavacchi

**16. LAW TO APPLY.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of Penna.

**17. ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties hereto relating to the transportation, storage, treatment, processing and disposal of the described waste materials and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same and supersedes any and all terms and conditions which may be contained in any purchase orders, issued by the Generator prior or subsequent to this Agreement.

In no event shall the preprinted terms or conditions found on any Disposer or Generator purchase or work order be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both parties: such preprinted terms or conditions shall be considered null and of no effect.

2973

ORIGINAL  
(Red)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

GENERATOR:

Armstrong World Industries  
By: Henry D. Brewinidge  
Title: DIRECTOR OF PURCHASING

Approved As To Form

DISPOSER:

Stabatrol Corporation  
By: Richard E. Valiga  
Title: President

J. H. [Signature]  
Legal Department

ORIGINAL  
(Red)

ENCL 11

**Armstrong**

February 26, 1981

Mr. Michael Scornavacchi  
Stabatrol Corporation  
1000 Conshohocken Road  
Norristown, PA 19404

Gentlemen:

It has come to our attention that waste materials supplied to you for disposal over the past several months remain in storage on your Lyncott landfill and have not yet been disposed of according to vaulted burial method agreed upon. When we entered into our agreement with you for disposal of these materials, it was our understanding that disposal would be undertaken and completed within a few weeks or at most two or three months of delivery. Several more months have now passed and while we have paid for the services, they have not yet been provided.

We are, therefore, requesting you to provide adequate assurances of performance in the form of a letter confirming your intention to undertake disposal of the waste materials and setting forth a date by which this task will be completed. A prompt reply by your company would be appreciated.

Sincerely,

R. L. Trees, Manager  
Floor Plant Purchases

KBW



ORIGINAL  
(Red)

ENCL 12

P.O. Box 302  
New Milford, Pa. 18834

March 20, 1981

Mr. R.L. Trees  
Armstrong World Industries, Inc.  
P.O. Box 3001  
Lancaster, Pa. 17604

Dear Mr. Trees:

I am responding to your letter dated February 26, 1981 to Michael Scornavacchi of Stabatrol Corporation. Your company has expressed concern over the waste materials remaining in temporary storage at the Lyncott site. Armstrong's waste material as well as other waste has not been disposed of as yet for several reasons. Due to the weather dependent nature of secure vault construction, and placement of waste in the vaults, the building season will not commence until late spring. In addition, we are upgrading the facility in regards to engineering and design. Therefore, it is impossible to provide a precise date for disposal of your waste material. However, you do have our assurance that disposal will take place as expeditiously as possible and in compliance with applicable State and Federal regulations.

Sincerely,

Lyncott Corporation

*Joe Zorn*

Joe Zorn  
General Manager

JZ:ch

cc: R. Valiga  
J. Kruszka

*cc - J. W. LeMott*

9-11-01

J B H f. <sup>ORIGINAL</sup> (red)

~~See doc~~

~~→ B. H. W.~~

ENCL 13

Talked To Bunny Shockley, Friday  
P.M. He said all our drums are  
still in the warehouse at  
New Milford, Pa.

JEH

### State DER Orders Landfill Cleanup

HARRISBURG (AP) — The Department of Environmental Resources said Tuesday it has ordered all hazardous wastes removed from a Susquehanna County landfill.

DER said it has given the landfill operators until Nov. 1 to clear out two improperly constructed vaults at the New Milford township site.

The materials in the vaults threaten to pollute state waters and are a public nuisance because they do not comply with DER flow zone or liner system plans, the department said.

9/9/81 Intell. J.

↗ Stabrotol!

To our knowledge, our material

(@ 1000 drums) is not involved in these

vaults since (we think) it is still

above ground in sheds, or else has

been taken to Alabama for burial by

Chemical Waste Management (parent company).

Jed.

We are asking CWM for status of  
our materials.

9/14 All's in sheds  
above ground yet

ORIGINAL

ENCL 14

J. W. deGroot, Jr.

September 17, 1982

J. B. Headley

Status Report - Stabatrol Hazardous Waste Burial Facility

On Friday, September 17, Barry Shockley, a technical representative of CWM, Inc., phoned me. Barry indicated that all of our waste drums at the New Milford, Pennsylvania site have been removed and buried at their facility at Emelle, Alabama.

KBW

J B Headley

F. A. Spracher, Cent Eng  
J. J. Horn, Legal  
W. C. Allison